RESOLUTION NO. 2020-01

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") AUTHORIZING STAFF TO ENTER INTO A CONTRACT WITH ALL-SITE CONSTRUCTION, INC. TO PROVIDE CONSTRUCTION SERVICES TO COMPLETE PHASE I OF THE REDEVELOPEMNT PLAN FOR THE AGENCY OWNED PROPERTIES AT 2601 & 2615 BROADWAY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 19, 2019, pursuant to the Agency's Procurement Code, Staff issued and advertised ITB 2019-02 to solicit bids for the construction of the redevelopment plan for the Agency owned property at 2601 and 2615 Broadway; and

WHEREAS, only one bid was received pursuant to ITB 2019-02 and pursuant to the Procurement Code, the bid was cancelled and rebid as ITB 2019-05; and

WHEREAS, only one bid was received pursuant to ITB 2019-05; and

WHEREAS, All-Site Construction, Inc, ("All-Site"} of Riviera Beach, Florida was the only responsive and responsible bidder to both bids, ITB 2019-02 and ITB-2019-05; and

WHEREAS, the Board of Commissioners authorized staff to negotiate an agreement with All-Site to provide certain construction services based on its lowest bid; and

WHEREAS, Staff recommends that the Agency enter into a contract with All-Site Construction, Inc. provide construction services to complete Phase One of the Broadway & Blue Heron Block Redevelopment Project (the "Project").

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY as follows:

SECTION 1. The Riviera Beach Community Redevelopment Agency hereby accepts the negotiated price based on the bid proposal ITB 2019-05 for Phase I of the Project and authorizes the Chairperson and Executive Director to execute a contract with All-Site Construction, Inc., as the lowest and most responsible bidder.

SECTION 2. The resolution shall be effective immediately upon its adoption.

[Signatures on following page]

PASSED AND ADOPTED this 22nd day of January, 2020.

RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY

By: _____

KASHAMBA MILLER-ANDERSON
Chairperson

ATTEST:

_____
Executive Director

Approved as to form and legal sufficiency

_____
J. Michael Haygood
Date 1/22/2020
J. Michael Haygood, PA
General Counsel to CRA

MOTION BY: TMcCoy

SECONDED BY: D Lawson

J. BOTEL	Absent
K. MILLER-ANDERSON	Aye
T. McCOY	Aye
S. LANIER	Nay
D. LAWSON	Aye

RESOLUTION NO 2020-01

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY CONTRACT TO COMPLETE PHASE I OF THE REDEVELOPMENT AND CONSRUCTION FOR RBCRA PROPERTY AT 2601 & 2615 BROADWAY

This Contract is made as of this _____ day of **January**, 2020 by and between the **RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY**, a body corporate and politic created pursuant to Part III, Chapter 163, Florida Statutes, hereinafter referred to as the "AGENCY", and **ALL-SITE CONSTRUCTION,** a corporation authorized to do business in the State of Florida, hereinafter referred to as the "CONTRACTOR", who is a certified general contractor and is in good standing with the State Department of Business and Professional Regulation.

WHEREAS, the CRA desires to retain a Contractor to provide construction services of the RBCRA owned property located at 2601 & 2615 Broadway; and

WHEREAS, on May 19, 2019, pursuant to the Agency's Procurement Code, Staff issued and advertised ITB 2019-02 to solicit bids for the construction of the redevelopment plan for the Agency owned property at 2601 and 2615 Broadway; and

WHEREAS, only one bid was received pursuant to ITB 2019-02 and pursuant to the Procurement Code, the bid was cancelled and rebid as ITB 2019-05; and

WHEREAS, only one bid was received pursuant to ITB 2019-05; and

WHEREAS, All-Site Construction, Inc, ("All-Site") of Riviera Beach, Florida was the only responsive and responsible bidder to both bids, ITB 2019-02 and ITB-2019-05; and

WHEREAS, the Board of Commissioners authorized staff to negotiate an agreement with All-Site to provide certain construction services based on its lowest bid; and

WHEREAS, the Contractor desires to provide the Services to the CRA and desires to engage the services of the Contractor as set forth herein.

NOW THEREFORE, In consideration of the mutual promises contained herein, the AGENCY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services for the rehabilitation and construction of the RBCRA owned property located at 2601 & 2615 Broadway, as more specifically set forth in the Services.

ARTICLE 2 - SCHEDULE

A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the AGENCY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the AGENCY. Construction work shall be carried on at a rate to insure its full completion within **a hundred and eighty days (180)** calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.

B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the AGENCY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars ($100) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein. It is agreed that these liquidated damages are a good faith and reasonable pre-estimate of AGENCY'S actual damages due to delay by CONTRACTOR because it is difficult, if not impossible, to accurately estimate the actual damages suffered by AGENCY due to any such delay.

C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "B."

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. Generally - The AGENCY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "A". The total and cumulative amount of this Contract shall not exceed the amount of funds budgeted for these services **($388,000.00)**. This amount includes change order allowance of nine percent (9%) with prior approval from the Executive Director. The AGENCY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the AGENCY in pursuance of the scope of work contained in Exhibit A, without specific, prior written approval of the AGENCY.

B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the AGENCY'S representative, a detailed estimate and invoice of work which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract. The CONTRACTOR shall also submit with each invoice an updated revised work schedule. The CONTRACTOR shall include in the Progress Invoice a Warranty of Title indicating that as of the date of Progress Invoice that all work, materials, and equipment covered by the Progress Invoice passes to the AGENCY at the time of payment of the Progress Invoice and that all laborers, materialmen, and

subcontractors have been paid in full for all work, materials, and equipment covered by the Progress Invoice and also provide Partial Releases of Lien and/or Partial Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Progress Invoice. AGENCY has no obligation to pay any Progress Invoice until both a Warranty of Title and Partial Releases of Lien and/or Partial Releases of Payment Bond are provided to AGENCY.

C. Progress Payments – Progress Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the AGENCY representative within ten days of receipt of the invoice, indicating that services have been rendered in conformity with the Contract unless the AGENCY requires clarification or a correction of the invoice. The invoices will be sent to the Finance Department for payment. The AGENCY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the AGENCY representative. Ten percent (10%) will be retained by the Agency pending submission of the Final Invoice and Final Release of Lien. Invoices will normally be paid within thirty (30) days following the AGENCY representative's approval.

D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract, if any, shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract, if any, will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.

E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the AGENCY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the AGENCY. Since this account will thereupon be closed, any and other further charges if not properly included on this Final Invoice are waived by the CONTRACTOR and the AGENCY shall have no obligations for any other costs or expenses thereafter. Further, the CONTRACTOR shall include in the Final Invoice a Warranty of Title indicating that all work, materials, and equipment covered by this Contract passes to the AGENCY at the time of payment of the Final Invoice and that all laborers, materialmen, and subcontractors have been paid in full for all work, materials, and equipment covered by Contract and also provide Final Releases of Lien and/or Final Releases of Payment Bond from all laborers, materialmen, and subcontractors as to such work, materials, and equipment covered by the Contract. AGENCY has no obligation to pay

the Final Invoice until both a Warranty of Title and Final Releases of Lien and/or Final Release of Payment Bond are provided to AGENCY.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the AGENCY determine that the rates and costs were increased due to inaccurate, incomplete or non current wage rates or due to inaccurate representations of fees paid to outside contractors. The AGENCY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the AGENCY'S representative in the event of substantial failure by the AGENCY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the AGENCY fails to cure same within that thirty (30) day period. This Contract may also be terminated, in whole or in part, by the AGENCY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the AGENCY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the AGENCY, the CONTRACTOR shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other materials related to the terminated work to the AGENCY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the AGENCY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and licensed and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the AGENCY'S representative and written approval, at AGENCY'S sole discretion, must be granted by the AGENCY'S representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled, properly licensed, and competent personnel to the highest professional standards in their respective field(s).

The CONTRACTOR agrees that it is fully responsible to the AGENCY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the AGENCY.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on AGENCY premises will comply with all AGENCY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The AGENCY reserves, at its sole discretion and for any reason, the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor by CONTRACTOR and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. However, in any event the CONTRACTOR shall be responsible for performing 50% of the work, at a minimum, by its own forces and equipment. Any changes or substitutions in the CONTRACTOR'S subcontractors must be made known to the AGENCY'S representative and written approval must be granted by the AGENCY'S representative before said change or substitution can become effective. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Further,

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance, in writing and at the AGENCY's sole discretion, of the new subcontractor by the AGENCY. The AGENCY shall not unreasonably deny the request. However, the CONTRACTOR must demonstrate that the subcontractor being replaced is unable to perform the work, is performing the work poorly or untimely, or is unable to meet the requirements of the contract with the AGENCY. The AGENCY will not address issues related to the CONTRACTOR's specific agreement with the subcontractor including issues of pricing.

If subcontractor(s) are used, the CONTRACTOR shall use only licensed and insured

subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment and performance bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONTRACTOR shall be responsible for the performance of all subcontractors.

ARTICLE 8 – M/WBE PARTICIPATION

Minority/Women-Owned Business Enterprises ("M/WBE") shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the AGENCY has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made by CONTRACTOR to hire M/WBE.

In keeping with the AGENCY'S policy, the CONTRACTOR further agrees to hire minority sub-contractors to work on this project.

In accordance with the AGENCY'S M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this Contract and agrees to abide by the provisions of the M/WBE Ordinance.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the AGENCY to inspect such records and provide such records to AGENCY upon request.

ARTICLE 9 - FEDERAL AND STATE TAX

The AGENCY is exempt from payment of Florida State Sales and Use Taxes. The AGENCY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the AGENCY, nor is the CONTRACTOR authorized to use the AGENCY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The AGENCY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY BOARD OF COMMISSION.

ARTICLE l1 - INSURANCE

A. Prior to execution of this Contract by the AGENCY, the CONTRACTOR shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the AGENCY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of $1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of $500,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of $500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall. in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the AGENCY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the AGENCY as an "Additional Insured." Further, if AGENCY is being reimbursed in whole or in part for the cost of the work contemplated by the Contract by any third party, including but not limited to, any County, State, or Federal agency, CONTRACTOR, at AGENCY'S request, will also list any such third party as an "Additional Insured" on all insurance.

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by law, the CONTRACTOR shall indemnify and hold harmless the AGENCY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract, including, but not limited to, to all attorneys' fees and costs incurred by AGENCY.

The CONTRACTOR further agrees to indemnify and hold harmless the AGENCY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the AGENCY, its agents, officers, or employees are alleged to be liable, including, but not limited to, to all attorneys' fees and costs incurred by AGENCY.

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the AGENCY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE l3 - SUCCESSORS AND ASSIGNS

The AGENCY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the AGENCY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the AGENCY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the AGENCY and the CONTRACTOR.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all actions arising from and/or relating to the Contract shall be exclusively held in Palm Beach County, Florida.

ARTICLE 15-REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the AGENCY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the AGENCY as to whether the association, interest or circumstance would, in the opinion of the AGENCY, constitute a conflict of interest if entered into by the CONTRACTOR. The AGENCY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the AGENCY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the AGENCY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the AGENCY by the CONTRACTOR under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of a delay in timely performance if such delay and failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions. Upon the CONTRACTOR'S request, the AGENCY shall consider the facts and extent of any such delay and failure to timely perform the work for reason beyond the control of the CONTRACTOR and, if the CONTRACTOR'S delay and failure to timely perform was without it or its subcontractors' fault or negligence, as determined by the AGENCY in its sole discretion, the time of completion shall be extended for any reasonable time that the AGENCY, in its sole discretion, may decide; subject to the AGENCY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the AGENCY or its employees, or by any other contractor employed by the AGENCY, or by changes ordered by the AGENCY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the AGENCY pending negotiation or by any cause which the AGENCY, in its sole discretion, shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the AGENCY, in its sole discretion, may decide.

No extension of time shall be made for any delay occurring more than seven (7) days before a claim therefore is made in writing to the AGENCY. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

The CONTRACTOR's sole remedy for a delay in completion of the work for any reason will be an extension of time to complete the work and CONTRACTOR specifically waives any right to seek any monetary damages or losses for a delay in completion of the work, including, but not limited to, waiving any right to seek monetary amounts for lost profits, additional overhead, salaries, lost productivity, efficiency losses, or any other alleged monetary losses which may be allegedly suffered by CONTRACTOR due to a delay in completion of the work.

ARTICLE 18 - INDEBTEDNESS

The CONTRACTOR shall not pledge the AGENCY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the AGENCY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the AGENCY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the AGENCY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the AGENCY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the AGENCY'S expense shall be and remain the AGENCY'S property and may be reproduced and reused at the discretion of the AGENCY.

The AGENCY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the AGENCY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the AGENCY shall be that of an Independent Contractor and not as employees or agents of the AGENCY.

The CONTRACTOR does not have the power or authority to bind the AGENCY in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 21 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The AGENCY shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry,

political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

All parties shall be responsible for their own attorneys fees, court costs and expenses if any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. This includes, but is not limited to, maintaining all licenses and performing all the duties required under Section 489.128 of the Florida Statutes. Proof of such licenses and approvals shall be submitted to the AGENCY'S representative upon request.

The CONTRACTOR shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The AGENCY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the AGENCY'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the AGENCY of any estimated change in the completion date; and, (3) advise the AGENCY if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the AGENCY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the AGENCY'S decision to proceed with the change.

If the AGENCY elects to make the change, the AGENCY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the AGENCY's designated representative and approved by the BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the AGENCY shall be mailed to:

Attn: Ezra Saffold, President
All-Site Construction, Inc.
2915 East Tamarind Ave
West Palm Beach, Florida 33407

And if sent to the AGENCY shall be mailed to:

Attn: Scott Evans,
Executive Director
Riviera Beach CRA
2001 Broadway Suite 300
Riviera Beach FL 33404

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties,

that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31- PAYMENT AND PERFORMANCE BOND

The Contractor shall furnish to the Agency a Payment and Performance Bond pursuant to the requirements of Chapter 255.05, Florida Statutes, *et seq.* The Contractor shall furnish a bond covering faithful performance of the Contract and payment of obligations arising thereunder by both the Contractor and its Subcontractors. Each such bond shall be in compliance with the form which has been adopted by the Agency as its required form o payment or performance bond and shall be provided by a Surety Company licensed to do business in the State of Florida and that is acceptable to the Agency; and is named in the current list of "Surety Companies Acceptable on Federal Bonds" as published in the "Treasury Department Circular 570". The Surety Company's underwriting limitation, as further set forth in "Treasury Department Circular 570" must not be less than the full amount required by the bond itself. The amount of each bond shall be equal to One Hundred (100%) of the Contract of Subcontract Sum. The Payment and Performance Bond of the Contractor shall name as the "Obligee" the Riviera Beach Community Redevelopment Agency. The Payment and Performance Bonds of the Subcontractors shall name both the Contractor and Riviera Beach Community Redevelopment Agency as "Obligees" with the rights on the bond jointly and severally.

ARTICLE 32 - SPECIAL CONDITIONS

All materials and supplies provided by CONTRACTOR shall be in strict accordance with the plans and specifications approved by the AGENCY.

ARTICLE 33 – INSPECTION OF WORK

The AGENCY'S representatives shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the AGENCY, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the AGENCY Representative and AGENCY Engineer timely notice of its readiness for inspection. If any such work should be covered up by CONTRACTOR and AGENCY Representative or AGENCY Engineer desires to inspect or re-inspect such work for any reason, at the sole discretion of AGENCY Representative or AGENCY Engineer, such work must be uncovered for examination, at the CONTRACTOR'S expense.

ARTICLE 34– WARRANTY/GUARANTY

The CONTRACTOR shall guarantee all of its work, including but not limited to ALL REDEVELOPMENT AND CONSTRUCTION WORK AS STATED IN EXHIBIT A) FOR one (1) year. Upon receipt of notice from the AGENCY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the AGENCY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the AGENCY, the AGENCY may accomplish the work at the expense of the CONTRACTOR.

ARTICLE 35 – PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the AGENCY'S property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the AGENCY or employees of the AGENCY, the CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until acceptance of the work by the AGENCY, the AGENCY'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the AGENCY.

ARTICLE 36 – TIME

Time is of the essence in all respects under this Contract.

ARTICLE 37 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 38 - WAIVER

Failure of the AGENCY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of the AGENCY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 38 - PREPARATION

AGENCY and CONTRACTOR acknowledge that each has had the benefit of counsel or the ability to retain counsel and full and free access to counsel in connection with the negotiation and execution of Contract, that each has consulted or could have consulted with counsel in connection with this Contract, and that each has had the opportunity, prior to execution, to read this Contract and fully understand all of its provisions. Should any provision in this Contract require judicial or quasi-judicial interpretation it is agreed that a Court or other dispute resolution forum interpreting or enforcing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any party by reason of the rule construction that a document is to be construed more strictly against the party who itself or through its agent has prepared the same. AGENCY and CONTRACTOR agree that this Contract is the product and result of a joint effort.

ARTICLE 39 - MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and AGENCY may at its option and without notice terminate this Contract.

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, RUSSELL DURDEN hereby represents to the AGENCY that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 41 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of this Agreement and all Exhibits and the approved plans for the redevelopment and construction 2601 & 2615 Broadway. The CONTRACTOR agrees to be bound

by all the terms and conditions set forth in this Contract and Exhibits. To the extent that there exists a conflict between this Contract and the Exhibits, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 43 - LEGAL EFFECT

This Contract shall not become binding and effective until approved, in writing, by both AGENCY's designated representative and the BOARD OF COMMISSIONERS OF THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY.

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 45 – SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 46 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that, by way of inclusion and not limitation, the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

a. The filing of a lien or claim of any kind by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the AGENCY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

b. The filing of any claim, including, but not limited to, a claim against any Payment Bond by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, concerning the failure of the CONTRACTOR to pay any such subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, for any work performed or materials supplied pursuant to this Contract;

c. The filing of any judgment lien against the assets of CONTRACTOR related to the performance

of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

d. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONTRACTOR shall provide written notice to the AGENCY of the occurrence of any event of default within ten (10) days of CONTRACTOR'S notice of any such default.

ARTICLE 47 - WAIVER OF SUBROGATION

CONTRACTOR hereby waives any and all rights to Subrogation against the AGENCY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 48 - RIGHT TO REVIEW

The AGENCY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The AGENCY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

ARTICLE 49 – SUBRECIPENT REQUIREMENTS

CONTRACTOR agrees and recognizes that AGENCY may be seeking reimbursement in whole or in part for the cost of the work contemplated by this Contract from a third party, including but not limited to, various County, State, and Federal agencies or subdivisions. The reimbursement sought by AGENCY may be dependent on, amongst other items, CONTRACTOR's compliance with the terms and conditions of this Contract and the furnishing of Sub recipient Requirement information

by CONTRACTOR to AGENCY. CONTRACTOR agrees to fully cooperate with AGENCY in any requests of AGENCY to fulfill AGENCY's Sub recipient Requirements and to otherwise obtain the sought after reimbursement. CONTRACTOR agrees and recognizes that the failure to comply with all the terms and conditions of this Contract and the furnishing of Subrecipient Requirement information to AGENCY by CONTRACTOR may result in the AGENCY failing to obtain the sought after reimbursement in whole or in part for the cost of the work contemplated by this Contract and that such failure by the CONTRACTOR shall constitute a material default under this Contract.

ARTICLE 50 – WAIVER OF TRIAL BY JURY

In the event of litigation arising from this contract, agency and contractor knowingly, voluntarily and intentionally waive any right to a trial by jury. Agency and contractor hereby acknowledge that this waiver provision is a material inducement for each party agreeing to enter into this contract.

IN WITNESS WHEREOF, the parties unto this Contract have set their hand and seal on the day and year above written.

Riviera Beach Community Redevelopment Agency

BY: _____
KaShamba Miller-Anderson, Chairperson

All-Site Construction,

BY: _____
Ezra Saffold, President

ATTEST:
BY: _____
Scott Evans, Executive Director

EXHIBIT "A"
SPECIFICATIONS
&
SCOPE OF WORK

SCOPE OF WORK

PROJECT DESCRIPTION/BACKGROUND:

The Riviera Beach Community Redevelopment Agency is seeking a qualified licensed/certified contractor to complete the proposed redevelopment and beautification construction plans for the combined 24,484.61 s.f. CRA owned properties 2615 & 2601 Broadway which is located on the North West corner of Blue Heron and Broadway seen in Exhibit "A". Bid specifications are included in this document and proposed drawings can been seen on Exhibit "B".

The project improvements will include the following for Phase I of the Project;

	PROJECT ELEMENT	INVIDUAL COST
PHASE I	Remove concrete	$6,786.00
	Remove asphalt	$14,105.00
	New Eave Sign	$3,250.00
	New colored concrete sidewalk/plazas	$45,000.00
	Type "D" curbing	$3,040.00
	Royal Palm relocate	$4,500.00
	Royal Palm new	$3,192.00
	Annual Flowers	$4,665.50
	Green Island Fichus	$331.20
	Sod (Floritam)	$3,375.00
	Irrigation System by square footage	$10,211.40
	Planting Amenities & Staking	$4,158.66
	Signage for Fountain Wall Sign	$8,028.80
	Raised Pool Basin with Jets, Tiled Sign Water Wall, Fountain Mechanics,	$155,575.00
	Mural Wall Wash (in ground)	$4,200.00
	Up-Lighting Royal Palms (in-ground)	$19,000.00
	Monument sign up light (in ground paving)	$2,200.00
	Electrical Room	$22,000.00
	Underground Electrical Feed Install	$20,000.00
	Overhead, Profit & General Conditions	$54,381.44
		$388,000.00

EXHIBIT "B"

SCHEDULE OF SERVICES AND PAYMENTS

SCHEDULE	PAYMENT TYPE	RETAINER SCHEDULE	ALLOWABLE AMOUNT	DISBURSEMENT PERCENTAGE
7 days prior to project start date.	Mobilization Payment	10% Retained	Not to exceed $38,800.00	10%
Remaining payments will be based on percentage of completion	Completion Percentage	10% Retained	TBD	TBD
		TOTAL	**$388,000.00**	**100%**
		Adding Change Order Allowance to Total	**$422,920.00**	**9%**

EXHIBIT C
RELEASE OF LIENS

The following document must be submitted with every pay application for all subcontractors used to date. Payment applications will not be reviewed if the Release of Liens is not completed. If subcontractors have not been used at the time of Payment Application submission please submit a notarized letter to that effect.

CONTRACTOR'S AFFIDAVIT TO OWNER

STATE OF FLORIDA
COUNTY OF PALM BEACH

Before me, the undersigned authority, authorized to administer oaths and take acknowledgements, personally appeared_____, who, being by me first duly sworn, on oath deposes and says:

(1) He or she is President of _____ a Florida corporation, hereinafter called "Contractor".

(2) Contractor heretofore entered into a Contract with Riviera Beach Community Redevelopment Agency, hereinafter called "Owner" to do Work (furnish material, labor, supervision and services) for Project Name: _____.

(3) Contractor has fully completed construction in accordance with the terms of the Contract and all lienors have been paid in full.

(4) All Workmen's Compensation claims have been settled and no liability claims are pending in connection with, arising out of or resulting from the Contractor.

(5) Receipt by the Contractor of the final payment, under the aforementioned Contract, shall constitute a full release and discharge by the Contractor to the Owner of any and all claims of the Contractor against the Owner, arising out of, connected with, or resulting from performance of the obligations of the Contractor pursuant to the Contract Documents.

(6) The term "lienor" as used in this affidavit means any person having a lien or a prospective lien, under the Mechanics Lien Law of Florida, on the land and property of the Owner referred to in paragraph (2) of this affidavit.

(7) This affidavit is given pursuant to the provisions of Florida Statutes Section 713.06 or Section 255.05 whichever is applicable.

Signed, sealed and delivered this _____ day of _____, 201_.

_____, CORPORATION (Seal)

_____
____ (Print Name) ___, President

Subscribed and Sworn to (or affirmed) before me this _____ day of _____, 2014 by _____, as President of _____, Corporation a Florida corporation. He is personally known to me.

_____
Notary Public State of Florida at Large
(Notary Seal)

EXHIBIT D

ALL-SITE,
BID PROPOSAL
&
BID PROPOSAL & BID BOND
&
BEST & FINAL PRICE PROPOSAL

EXHIBIT E
REDEVELOPMENT SITE

